



CITY OF SAN DIEGO

PURCHASING DIVISION
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Quotation No. 6443-04-Q

REQUEST FOR QUOTATION

Bid Opening Date: **October 31, 2003**
@ 5:00 p.m.

Subject: Furnish the City of San Diego with **INSPECTION AND MAINTENANCE OF FIRE SUPPRESSION SYSTEM AT SCRIPPS RANCH LIBRARY**, as may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

LICENSE REQUIRED: C-10 STATE CONTRACTOR'S LICENSE.

Company _____	Name _____ [PRINT OR TYPE]
Federal Tax I.D. No. _____	Signature* _____
Street Address _____	Title _____
City _____	Date _____
State _____ Zip Code _____	
Tel. No. _____ Fax No. _____	<i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
E-Mail _____	

This cover page must be completed and submitted as part of your Quotation.

If your firm is not located in California, are you authorized to collect California sales tax? ☐ YES ☐ NO

If YES, under what Permit # _____

NOTE: The City of San Diego is subject to State Sales and Use Tax, but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. Do not include Federal Excise or Sales Tax in your Quotation.

If you are a Vendor located in the City of San Diego, a 1% sales tax refund to the City will be considered in evaluation of your Quotation.

Cash discount terms _____ % _____ days.
[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

State delivery time required: _____ days after receipt of order.

The following addenda are acknowledged and incorporated in this submittal: _____

FOR FURTHER INFORMATION CONCERNING THIS QUOTATION

FRANK MORENO/cp4, Procurement Specialist

Phone: (619) 236-6248 Facsimile: (619) 236-5904

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I. PRICING PAGE

Item	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	2	EA	Cost per Inspection/Certification, Scripps Ranch Library Kitchen Fire Suppression System.	\$	\$
2.	2	EA	Cost for Recharge of System.	\$	\$
TOTAL:					\$

Repair Cost: \$_____/per hour

Manufacturer's discount off most recent published price list for items not listed in the Pricing Page: ____%.

NOTE: Repair cost and percent discount will not be considered in the evaluation for award.

II. TERMS AND CONDITIONS

A. AWARD

This bid shall be awarded as a lot, or as may be in the best interest of the City.

B. SUBMITTALS

1. BID SUBMITTAL

Quotes may be returned in a sealed envelope to the Purchasing Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The quote number and opening date/time must be referenced on the outside of the envelope (lower left corner). Quotes must be received by the Purchasing Division prior to 5:00 p.m. on due date. **Quotes may be faxed.**

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.

- a. Bidder's License Information (use form on page 6).
- b. Certification Survey (use form on page 12).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance requirements as specified in Section II, paragraph D
- b. Taxpayer Identification Number (W-9) as specified in Section II, paragraph K, if not currently on file.

If the prices are not firm, the cumulative total of any and all price increases during the initial contract period shall not exceed any manufacturer's net price increase, including dealer incentives or rebates and are subject to acceptance by the City.

C. OPTION TO RENEW

The City may desire to exercise an option to renew the contract for four (4) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

If an increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject. The City will not grant option year increases which exceed the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less.

Would the Bidder accept the option to renew, subject to the above stated conditions?

☐ YES ☐ NO

Failure to complete the above section will be construed to mean Bidder is willing to accept the option to renew, subject to the stated conditions.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

D. INSURANCE REQUIREMENTS

All required insurance shall be submitted to Purchasing within ten (10) days of provisional award. **Failure to provide the insurance certificates within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive.** Insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a **thirty (30) day non-cancellation clause** giving the City thirty (30) days prior written notice in the event a policy is canceled.

At the end of each contract year, the City reserves the right to review insurance requirements and to require more or less coverage depending upon assessment of the risk, the Vendor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from an insurance carrier licensed in the State of California and rated "A" or better by the A.M. Best Key Rating Guide.

The following coverage is required:

- **Commercial General Liability** for a minimum of one million dollars each occurrence (\$1,000,000.00 EO). **The City of San Diego must be named as an additional insured on the certificate.**
- **Workers' Compensation** coverage in accordance with the laws of the State of California. **Policy must contain a Waiver of Subrogation of Rights against the City of San Diego.**

E. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Contractor's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

F. LICENSES

To perform the work described in these specifications, the Bidder must hold a C-10 State Contractor's License. Any Contractor holding a different license who feels qualified to bid on this work must notify the City Purchasing Agent in writing at least seven (7) days prior to the bid opening. A review of the job will be made, and the City's decision as to the propriety of such license will be final.

The Contractor must possess a City of San Diego Business License prior to award of contract.

	License Number	Expiration Date	Name
State Contractor Class and Number	Class: No.:		
City of San Diego Business License			

G. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

H. ADDENDA

It is the Bidders' responsibility to ensure that all addenda issued are incorporated in their bid submittal.

Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the specifications for price bid.

I. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

J. BID RESULTS

Bid results **will not** be given out over the phone. To obtain bid results, you must provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the bid, or mailed directly to the Purchasing Division. They will be kept on file until the bid opens and the extensions are verified.

K. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each Vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

L. AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

M. ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract or any right or interest hereunder, without prior written consent of the City.

N. DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction Contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that Subcontractor agreements for this bid/proposal contain language which indicates the Subcontractor's agreement to comply with this policy.

O. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

In compliance with Council Policy 000-03, adopted by Resolution No. 279130, sign language or oral interpreting services are available at pre-bid meetings and bid openings with a five (5) business day notice to Purchasing at (619) 236-6000 or email at Purchasing@sanidiego.gov.

P. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

Q. NONDISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Vendors, or Suppliers. Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the Contractor and any Subcontractors, Vendors, and Suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, Subcontractors, Vendors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all Subcontractors, Vendors, and Suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

III. SPECIFICATIONS

The fire suppression systems to be serviced are located in the kitchen at:

Scripps Ranch Library
10001 Scripps Lake Drive
San Diego, CA 92131-1251

Contact for service is Luiz Pereira, Facilities Maintenance at (619) 525-8535. Library Branch Manager is Nancy Assaf at (858) 538-8157.

1. The fire suppression systems shall be certified at six (6) month intervals. Contact Luiz Pereira to schedule.
2. Upon certification, Contractor shall tag the system to indicate that the certification and inspection processes were completed. Library Branch Manager or designee shall sign-off all work performed upon completion.
3. Contractor shall report any problems found with either of the fire systems to Luiz Pereira, Facilities Maintenance Administrator. Contractor shall not proceed with any repairs without prior written authorization from the Facilities Maintenance Administrator.
4. Inspections/certifications shall be performed in accordance with the latest Title 19 of the Barclays's California Code of Regulations and NAPA regulations which apply to fire suppression systems. Maintenance inspections shall include:
 - a. Fully charging the tanks and expellant cartridges,
 - b. Verifying that piping and hoses are properly positioned and secured,
 - c. Inspecting nozzles,
 - d. Verify complete system coverage for kitchen area(s) designated,
 - e. Inspect fuel and or electric-powered shutdown devices,
 - f. Inspect detectors and releasing devices, and
 - g. Inspect alarms.

Testing shall include the detection system, pull station, and release assembly. Discharge of wet chemical(s) is not required during testing. Standard maintenance includes repair or replacement of missing, damaged, or malfunctioning parts.

5. Invoice for payment in arrears of service.

Certification Survey

For Small, Ethnically and Culturally Diverse,
Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: _____

Mailing Address: _____

Telephone No.: (_____) _____

E-Mail Address: _____

1. Contractor's company is **currently** certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business? ☐ Yes ☐ No

Certification Number/Agency: _____

2. Contractor's company has applied for certification? ☐ Yes ☐ No

If yes, which agency? _____

3. Contractor's company is an independently owned business? ☐ Yes ☐ No

4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual*? ☐ Yes ☐ No

5. SIC Code: _____ NAICS: _____

6. Number of Employees: _____

7. Annual Gross Receipts (three year average): _____

8. This is not an application for certification. If you would like to receive an application for certification, please check box: ☐

I certify that this information is correct: _____
Authorized Signature (Date)

* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.